

Consulting Services Agreement – Insurance Requirements

INSURANCE. As a condition precedent to the effectiveness of this Agreement, CONSULTANT shall procure and maintain at CONSULTANT's expense for the duration of this Agreement including any extensions, renewals, or holding over thereof, from an insurance company(ies) that is admitted to write insurance in the State of California or from a non-admitted insurer(s), authorized in the State of California, that has a rating of or equivalent to an A:VIII by A.M. Best Company the following insurance:

- (a) Commercial general liability insurance (equivalent in coverage scope to ISO CGL CG 00 01 11 85 or 88) in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence. If the policy contains a general aggregate, it shall be in an amount not less than Two Million Dollars (\$2,000,000) general aggregate. Said insurance shall provide cross liability protection. The **City of Long Beach, its officials, employees, and agents** shall be named as additional insureds by endorsement (equivalent in coverage scope to ISO form CG 20 10 11 85 or CG 20 26 11 85). Such endorsement shall protect the City, its officials, employees, and agents from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of or in any manner connected to activities or operations of or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.
- (b) Professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit.
- (c) Automobile liability insurance (equivalent in coverage scope to ISO form CA 00 01 06 92) in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit per accident covering Auto Symbol 1 (Any Auto).
- (d) Worker's compensation insurance as required by the Labor Code of the State of California and Employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident.

Any self-insurance program or self-insured retention must be approved separately in writing by CITY and shall protect the **City of Long Beach, its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, materially changed, or canceled by either party except after thirty (30) days prior written notice to CITY and shall be primary to CITY. Any insurance or self-insurance maintained by CITY shall be excess to and shall not contribute to insurance or self-insurance maintained by CONSULTANT.

If subconsultants are permitted under this Agreement, any subconsultants that CONSULTANT may use in the performance of this Agreement shall be required to maintain insurance in compliance with the provisions of this Agreement.

CONSULTANT shall deliver to CITY certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to require complete certified copies of all said policies at any time. CONSULTANT shall provide CITY with evidence of renewals at least thirty (30) days prior to expiration of any insurance policies required herein.

Such insurance as required herein shall not be deemed to limit CONSULTANT's liability relating to performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Agreement. CONSULTANT understands and agrees that, notwithstanding any insurance, CONSULTANT's obligation to defend, indemnify, and hold CITY, its officials, employees, and agents harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs or liabilities caused by or in any manner connected with the acts, omissions, or operations of CONSULTANT, its officers, employees, agents, vendors, or subconsultants.

Any modification or waiver of the insurance requirements herein shall be made only with the approval of CITY Risk Manager or designee.